

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bally Technologies, Inc., per license granted from Ho-Chunk Nation		06/01/2010	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rainbow Casino-Vicksburg Partnership, L.P.		
<b>Street Address:</b>	1380 Warrenton Road		
<b>City:</b>	Vicksburg		
<b>State/Country:</b>	MISSISSIPPI		
<b>Postal Code:</b>	39180		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: MISSISSIPPI		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2216381	RAINBOW CASINO	
Registration Number:	2245675	RAINBOW CASINO	
Registration Number:	2245676	RAINBOW CASINO	
Registration Number:	2448840	RAINBOW HOTEL CASINO	
Registration Number:	2448841	RAINBOW HOTEL CASINO	
Registration Number:	2633851	RAINBOW HOTEL CASINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-451-4307		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		

**CH \$165.00 2216381**

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	04477-00031
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	06/02/2010
Total Attachments: 6 source=BallyTrademark Rights Assignment#page1.tif source=BallyTrademark Rights Assignment#page2.tif source=BallyTrademark Rights Assignment#page3.tif source=BallyTrademark Rights Assignment#page4.tif source=BallyTrademark Rights Assignment#page5.tif source=BallyTrademark Rights Assignment#page6.tif	

## TRADEMARK RIGHTS ASSIGNMENT

THIS TRADEMARK RIGHTS ASSIGNMENT (this "**Assignment**") is entered into as of June 1, 2010 by and between Bally Technologies, Inc., a Nevada corporation ("**Assignor**"), and the Rainbow Casino-Vicksburg Partnership, L.P., a Mississippi limited partnership ("**Assignee**").

### **RECITALS**

WHEREAS, pursuant to that certain License Agreement by and between Assignor and Ho-Chunk Nation dated December 16, 2004 (the "**Ho-Chunk License**"), Assignor obtained a license to utilize, and to sublicense to others the right to utilize, the trademarks set forth on Exhibit A hereto, including all goodwill relating thereto (collectively, the "**Trademarks**");

WHEREAS, pursuant to that certain Trademark License Agreement between Assignor and MPH Investments, Inc. ("**MPH**"), dated November 17, 2006, as amended, Assignor sublicensed the right to utilize the Trademarks to MPH for use in connection with the promotion and operation of the Rainbow Hotel in Vicksburg, Mississippi (the "**MPH Sublicense**"); and

WHEREAS, Assignor desires to assign and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Ho-Chunk License and the MPH Sublicense.

### **AGREEMENT**

In consideration of the foregoing and the mutual covenants contained in this Assignment and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's rights, title and interest in, to and under the Ho-Chunk License and the MPH Sublicense, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, free and clear of all liens or other encumbrances.

2. Representations and Warranties of the Parties. Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment and will not knowingly take any action that would create any such obligation or restriction. Assignor represents and warrants that (a) it has delivered to Assignee correct and complete copies of the Ho-Chunk License and the MPH Sublicense, (b) neither Assignor nor MPH has breached the Ho-Chunk License or the MPH Sublicense, (c) the Ho-Chunk License and the MPH Sublicense are valid and binding in accordance with their terms and are in full force and effect and, except for those security interests granted in favor of Bank of America, N.A. pursuant to a Pledge Agreement under the Credit Agreement between Assignor and Bank of America, N.A. dated September 26, 2008, which have been released prior to the date hereof, have not been transferred, assigned or encumbered by Assignor or MPH and (d) immediately after the

execution of this Assignment, Assignee will have the full right to use, license and transfer the Trademarks in the same manner and on the same terms that the Assignor had immediately prior to the execution of this Assignment, free and clear of all liens or other encumbrances.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

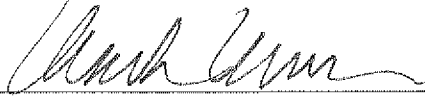
5. Counterparts. This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

**BALLY TECHNOLOGIES, INC., a Nevada corporation**

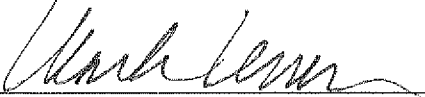
By: \_\_\_\_\_

Mark Lerner  
Senior Vice President,  
General Counsel and Secretary

**ASSIGNEE:**

**RAINBOW CASINO-VICKSBURG PARTNERSHIP, L.P., a Mississippi limited partnership**

By: **UNITED GAMING RAINBOW, INC., a Nevada corporation, its general partner**

By: \_\_\_\_\_

Mark Lerner  
Secretary





EXHIBIT A

Trademarks

Marks	Registration No.
RAINBOW CASINO	2,216,381
RAINBOW CASINO	2,245,675
RAINBOW CASINO	2,245,676
RAINBOW HOTEL CASINO	2,448,840
RAINBOW HOTEL CASINO	2,448,841
RAINBOW HOTEL CASINO	2,633,851